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BK 96 PD 1414
W.E. DAVIS CH. CLK.

This Instrument Was Prepared By and
When Recorded Mail To:
Richard L. Pensinger, Esq.
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Commerce Street, Suite 2100
Nashville, Tennessee 37219
Phone: 615-244-6380

Signature: 

Real Estate Tax Index No. 20862400.000 15.00

FILING INSTRUCTIONS: Section 24, Township 2 South, Range 8 West

NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(this "Agreement") is made and entered into as of the 21 day of
November, 2002, by and between **SENATOBIA BANK**, a
state bank, with an address of 301 East Main Street,
Senatobia, Mississippi 38668 ("Lender"), and **CROWN CASTLE PT INC.**, a
Delaware corporation, with an address of 2000 Corporate Drive, Canonsburg,
Pennsylvania 15317 ("Sublessee").

WITNESSETH:

WHEREAS, J.V. Franklin ("Mortgagor") has leased to E.O. Franklin d/b/a DeSoto Electronic Transmission Group ("Sublessor") certain property including the Subleased Premises (as defined herein), pursuant to that certain Commercial Lease recorded in Book 88, Page 188, as amended by that certain Amendment to Commercial Lease dated February 21, 2001, as evidenced by that certain Memorandum of Commercial Lease dated February 21, 2001, recorded in Book 88, Page 759, and as amended by that certain Ratification and Amendment to Commercial Lease and Memorandum of Commercial Lease dated October 3, 2002, recorded in Book 0096, Page 0232, all in the Office of the Chancery Clerk of DeSoto County, Mississippi (collectively, the "Lease"); and

WHEREAS, Sublessor has subleased to Sublessee certain property more particularly described in Exhibit A attached hereto (the "Subleased Premises"), pursuant to that certain Lease Agreement dated February 29, 2000, by and between Sublessor and Powertel/Memphis, Inc. ("Powertel"), as amended by that certain Amendment to Lease Agreement dated February 21, 2001, by and between Subessor and Powertel, as evidenced by that certain Memorandum of Lease Agreement dated February 21, 2001, by and between Sublessor and Powertel, recorded in Book 90, Page 708, in the Office of the Chancery Clerk of DeSoto County, Mississippi, as assigned to Sublessee by that certain Assignment and Assumption Agreement dated June 30, 2001, by and among Powertel, Powertel, Inc., and Sublessee, and as amended by that certain Ratification and Amendment to Lease Agreement and Memorandum of Lease Agreement dated October 9, 2002, recorded in Book 0096, Page 0355 in the Office of the Chancery Clerk of DeSoto County, Mississippi (collectively, the "Sublease"); and

WHEREAS, Lender has made a loan in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) to Communication Towers Construction and Leasing, LLC (such loan and any renewal, substitution, extension or replacement thereof being herein called the "Loan") secured by a deed of trust granted by Mortgagor and recorded in Book 1488, Page 0413, in the Office of the Chancery Clerk of DeSoto County, Mississippi (such deed of trust and all other liens on the Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter referred to as the "Mortgage") upon the tract of land described in the Mortgage (the "Property"); and

WHEREAS, the Subleased Premises is a portion of the Property; and

WHEREAS, Sublessee wishes to obtain a non-disturbance agreement from Lender so as to be assured of continued possession of the Subleased

Premises if the Mortgage is foreclosed; and Lender is willing to grant to Sublessee and its successors and assigns, a non-disturbance agreement on the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Non-Disturbance. Lender consents to the Sublease or any further sublease or license and agrees that so long as no default exists which would, with notice, entitle Sublessor to the right to terminate the Sublease, Lender agrees that the Sublease or any further sublease or license shall not be terminated, nor shall Sublessee's use, possession or enjoyment of the Subleased Premises (or the use, possession or enjoyment of the Subleased Premises by any further sub-tenant or licensee claiming under Sublessee) be interfered with nor shall the subleasehold estate granted by the Sublease be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the sublessor under the Sublease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior sublessor under the Sublease; or (b) subject to any offsets or defenses which the sublessee under the Sublease might have against the prior sublessor under the Sublease; or (c) bound by any prepayment of rent made prior to the Purchaser's ownership of the Subleased Premises more than thirty (30) days prior to the time provided for in the Sublease; or (d) bound by any amendment or modification to the Sublease made without Lender's prior written consent.

2. Sublessee Not To Be Joined In Foreclosure. So long as Sublessee is not in default (beyond any applicable period given Sublessee to cure such default) in the payment of rent or in the performance of any terms, covenants or conditions of the Sublease, respectively on Sublessee's part to be performed, Lender will not join Sublessee as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Sublease and in such event Lender shall reimburse Sublessee for all reasonable expenses incurred by Sublessee in connection therewith.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Subleased Premises in lieu of foreclosure, which exercise of

power of sale, foreclosure or conveyance in lieu of foreclosure is accompanied by the termination of the Lease, Sublessee agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the landlord for the balance then remaining of the term of the Sublease, subject to all terms and conditions of said Sublease and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession of such person or entity to the interest of Sublessor under the Sublease. The respective rights and obligations of Sublessee and Lender upon such attornment, shall be and are the same as now set forth in the Sublease.

4. Sublessee's Communication Equipment. Lender hereby acknowledges and agrees that this Agreement does not apply to any communications equipment or personal property placed on the Leased Premises by Sublessee or any further sub-tenant or licensee, and that removal of said communications equipment or personal property is governed by the terms of the Sublease.

5. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender and Sublessee.

7. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Tennessee.

8. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the addressee. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee. For purposes of notices, the addresses of the parties shall be as previously set forth in this Agreement.

9. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LENDER:

SENATOBIA BANK

By: Steve Klyce
 Name: Steve Klyce
 Title: Vice President

STATE OF Mississippi
 COUNTY OF Tate

Personally appeared before me, the undersigned authority in and for the said county and state on this 13th day of November, 2002, within my jurisdiction, the within named Steve Klyce, who acknowledged that he is the Vice President of Senatobia Bank, a state bank, and that for and on behalf of the said Senatobia Bank, and as its act and deed, he executed and delivered the above and foregoing instrument after having been first duly authorized by said Senatobia Bank to do so.

WITNESS my hand and official seal this 13th day of November, 2002, in the County and State aforesaid.

Carolyn Lucille Stevens
 Name: Carolyn Lucille Stevens
 NOTARY PUBLIC

My Commission Expires: May 20, 2003

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

SUBLESSEE:

CROWN CASTLE PT INC., a
Delaware corporation

By: [Signature]
Name: ~~Joseph W. Ernest~~ CHIEF TREASURER
Title: ~~Acting Vice President/General~~
Manager PRESIDENT, CENTRAL AREA

STATE OF Tennessee)
COUNTY OF Williamson)

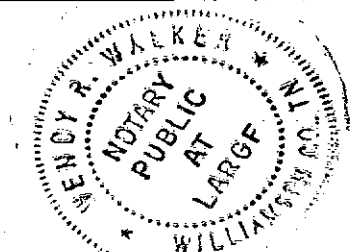
Personally appeared before me, the undersigned authority in and for the said county and state on this 21 day of November, 2002, within my jurisdiction, the ~~within named Joseph W. Ernest~~ CHIEF TREASURER, who acknowledged that he is the ~~Acting Vice President/General Manager~~ PRESIDENT, CENTRAL AREA of Crown Castle PT Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed and delivered the above and foregoing instrument after having been first duly authorized by said corporation to do so.

WITNESS my hand and official seal this 21 day of November, 2002, in the County and State aforesaid.

[Signature]
Name: Wendy R Walker
NOTARY PUBLIC

My Commission Expires: 5-15-04

[NOTARIAL SEAL]



[END OF SIGNATURES]

Exhibit A

Subleased Premises

Being a legal description of a Compound Lease Area, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to the Point of Beginning; thence S2°04'47"E along said East line a distance of 60.02 feet; thence N89°55'40"W a distance of 60.00 feet; thence N2°02'23"W a distance of 60.00 feet; thence S89°05'40"E a distance of 60.00 feet to the Point of Beginning. Containing 3,598 square feet of 0.08 acres, more or less.

Together with an access easement over, upon and across the following described property:

Being a legal description of an Access Easement, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

An Access Easement, 20 feet in width, 10 feet on both sides of the centerline thereof, in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said

Exhibit A (cont.)

Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to a point; thence S2°04'47"E along said East line a distance of 60.02 feet to a point; thence N89°55'40"W a distance of 25.01 feet to the Point of Beginning of the centerline of a 20 foot Access Easement; thence S3°05'29"E and on said centerline a distance of 388.24 feet to a point; thence S89°35'04"W and on said centerline a distance of 325.25 feet to a point; thence N70°07'11"W and on said centerline a distance of 36.45 feet to a point; thence S87°02'31"W and on said centerline a distance of 13.82 feet to the Point of Ending on the Easterly margin of U.S. Highway No. 51, and containing 15,275 square feet, 0.35 acres, more or less.

Together with a utility easement over, under, upon and across the following described property:

Being a legal description of a Utility Easement, being part of the J.V. Franklin property known as Tax Parcel 20862400.000 15.00, and being part of the property recorded in Deed Book 353, Page 136 at the Office of the Chancery Clerk of Desoto County, Mississippi, and being part of Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said property being situated in Desoto County, Mississippi, and being more particularly described as follows:

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 24, Township 2 South, Range 8 West and described as:

Commencing at the Northeast corner of said Lot 2 of the Proposed Section "A", Franklin Commercial Subdivision, said Northeast corner being in the East line of the J.V. Franklin property; thence S2°03'48"E along said East line a distance of 50.13 feet to the Point of Beginning; thence N89°05'40"W a distance of 25.02 feet; thence N02°03'48"W a distance of 50.13 feet; thence S89°55'02"E a distance of 25.02 feet; thence S2°03'48"E a distance of 50.13 feet to the Point of Beginning. Containing 1,254 square feet or 0.03 acres, more or less.